

UNOFFICIAL COPY

RELEASE DEED

0010493966

2740/0290 07 001 Page 1 of 3
2001-06-07 15:26:42
Cook County Recorder 25.00

Mail To:

MARY L HIGLEY
112 S WAIOLA AVE
LA GRANGE
IL 60525-2262



Name and Address of
Preparer:
HomeSide Lending, Inc.
P.O. Box 47524
San Antonio TX 78265-7524

Loan Number 12764639

Recorder's Stamp


Know All By These Presents, that Mortgage Electronic Registration Systems, Inc. (MERS) of the County of T~~ex~~ar and State of Texas for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release, and quit-claim unto MARY L. HIGLEY, UNMARRIED AND KYRAN A. KENNEDY, DIVORCED AND NOT SINCE REMARRIED of the County of COOK and the State of ILLINOIS all right, title, interest, claim, or demand whatsoever they may have acquired in, through or by a certain Mortgage, bearing date JUNE 22ND, 2000 A.D., and recorded in the Recorder's office of COOK County, in the State of ILLINOIS, as Book Page Document No. 00471887, to the premises therein described, situated in the County of COOK, State of ILLINOIS, as follows to wit:

3 CE

LOT 4 IN BLOCK 3 IN LAY AND LYMAN'S SUBDIVISION OF THE WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property known as: 112 SOUTH WAIOLA AVE, LA GRANGE IL 60525
Permanent Index Number(s): 18-04-301-014-0000
Executed on April 05, 2001

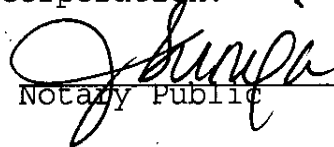
Mortgage Electronic Registration Systems, Inc.
(MERS)

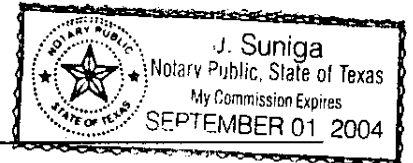
By 
J. BRAEUER, VICE PRESIDENT



State of Texas
County of Bexar

The foregoing instrument was acknowledged before me on April 05, 2001 by J. BRAEUER, VICE PRESIDENT, of Mortgage Electronic Registration Systems, Inc. (MERS) a corporation, on behalf of said corporation.


Notary Public



Paid in Full: 01-02-21
Requested by: MELISSA RODRIGUEZ
MIN No.: 100035500102299381
RODRM 3524-22FEB01

Inv.Pool E03-118
PFIL - 110900TG

C.T.I./W
All 789 8402
2100 9085

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

[Handwritten signature]

[Handwritten signature]

170493966

NOTE

[Handwritten signature]

June 22, 2000 WESTCHESTER Illinois
[Date] [City] [State]

112 South Waiola Avenue
LaGrange, IL 60525
[Property Address]

PAID IN FULL

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 252,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Bank One, N.A.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.5000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on August 1st 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 01, 2030, I still owe amount under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 132 E. Washington Street, Suite IN1-1030 Indianapolis, IN 46204 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,943.05

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE - Single Family - FNMA/FHLMC Uniform Instrument

VMP -5R (9105) 04 Form 3200 12/83 Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291

Initials: *[Handwritten initials]*

10493966

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal) *Mary L. Higley* (Seal)
-Borrower Mary L. Higley -Borrower
SSN: SSN: 137-56-3532

(Seal) *Eyran A. Kennedy* (Seal)
-Borrower Eyran A. Kennedy -Borrower
SSN: SSN: 350-44-6547

SSN: Pay to the Order of
First Chicago NBD Mortgage Company
d/b/a Midwest Mortgage Services
without recourse this _____ day of _____
Bank One, N.A.

Lana S. Holland
Lana S. Holland
Mortgage Loan Officer

[Sign Original Only]
without recourse this _____ day of _____
First Chicago NBD Mortgage Company
d/b/a Midwest Mortgage Services
Melissa C. Mason
Melissa C. Mason
Mortgage Loan Officer